

SECOND AMENDMENT TO OIL AND GAS LEASE

This Second Amendment to Oil and Gas Lease ("Second Amendment") is executed by I-20 Joint Venture, a Texas joint venture, acting by and through Ruby Lyle and Billie Farrar, its managing partners ("Lessor"), and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("Lessee") (as successor by merger to Chesapeake Exploration Limited Partnership ("CELP")), to be effective as of December 2, 2008 (the "Amendment Date").

WHEREAS, Lessor and CELP previously executed that certain Oil and Gas Lease dated July 21, 2006 (the "Original Lease") covering the property described in Exhibit "A" attached to this Second Amendment (the "Lease Premises");

WHEREAS, Lessor and Lessee also executed that certain Amendment and Extension of Oil, Gas and Mineral Lease ("First Amendment") dated April 22, 2008, extending the primary term for one additional year (the Original Lease, as modified by the First Amendment, being referred to herein as the "Lease");

WHEREAS, it is contemplated that Lessee will purchase from Lessor the surface of an approximately 4.62 acre portion of the Lease Premises, as more particularly described on Exhibit "B" attached to this Second Amendment (the "Surface Tract");

WHEREAS, the portion of the Lease Premises not included within the Surface Tract are referred to herein as the "Remaining Tract";

WHEREAS, Lessor and Lessee have agreed to amend the Lease for the purpose of abandoning the use of two drill sites previously approved by Lessor pursuant to the Lease dated July 21, 2006, as provided in this Second Amendment;

WHEREAS, Lessor and Lessee have agreed to amend the Lease for the purpose of, among other things, amending all surface use restrictions in Section 12 and other Sections of the Lease which may have otherwise been applicable to the Surface Tract, all as provided in this Second Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Second Amendment and in the Lease, and for other good and valuable consideration, which the parties acknowledge receiving, Lessor and Lessee agree as follows:

1. Lessor hereby represents and warrants to Lessee that Lessor is currently the sole owner and holder of the interest of lessor under the Lease. Lessee hereby represents and warrants to Lessor that it is currently the sole owner and holder of the interest of lessee under the Lease.

2. Lessor and Lessee have agreed that, from and after the Amendment Date, Lessee shall not use the following as drill sites or for any other surface use: those certain two (2) potential drill sites previously approved by Lessor pursuant to the Lease dated July 21, 2006;

provided, however, that this provision shall not prohibit, restrict or in any way affect the use of the Surface Tract as a drill site.

3. Section 12 of the Lease is hereby deleted in its entirety and replaced with the following:

“12. Surface Operations Applicable to the Remaining Tract.

a) Notwithstanding anything to the contrary, the restrictions and other provisions set forth in this Section 12 shall not affect or be applicable in any way to the Surface Tract or any of Lessee's or its affiliates' operations on the Surface Tract.

b) Lessee agrees to pay Lessor the reasonable value of any actual damages resulting to: (i) any portion of the surface of the Remaining Tract (but not the Surface Tract) and (ii) any fences, roads, tanks and other structures and improvements, livestock, trees, grass, and crops located on the Remaining Tract (but not the Surface Tract) caused by operations hereunder, and agrees to restore the surface of the Remaining Tract (but not the Surface Tract) to as near its original condition as may be reasonably done after the completion of each operation. No portion of the Remaining Tract may be used in conjunction with the drilling operation on the Surface Tract without the prior written consent of Lessor, which may be withheld for any reason. Any salt water produced from the drilling operations, if any, will be removed by Lessee from the Remaining Tract. Water from Lessor's creeks, tanks or wells located on the Remaining Tract may not be used by Lessee without express written consent of Lessor and appropriate authorities.

c) Lessor and Lessee agree that a plat showing access routes to and from locations and line routes has been previously approved by Lessor and Lessee.

d) Notwithstanding anything to the contrary, except for easements or other rights specifically granted by Lessor pursuant to separate written documents, Lessee shall have no right to use the surface of any portion of the Remaining Tract other than as shown on the Plat attached hereto as Exhibit “C” (the “Plat”), which Plat is hereby approved by Lessor and Lessee.”

4. The Lease is amended to add the following as a new Section 22 to the Lease:

“22. Surface Restrictions Applicable to the Surface Tract.

a) Notwithstanding anything to the contrary, the restrictions and other provisions set forth in this Section 22 shall affect and be applicable only to the Surface Tract and Lessee's operations on the Surface Tract.

b) While drilling operations are being conducted on the Surface Tract, Lessee shall fence the area of operations as required by the City of Arlington drilling ordinance and any other applicable governmental requirements. After completion of a well on the Surface Tract, Lessee shall fence all tank batteries, separators, and other surface equipment located on the Surface Tract and shall keep gates locked except when in use, all as required by the City of Arlington drilling ordinance and any other applicable governmental requirements. Lessee shall plant hedges or other landscaping on the Surface Tract as required by the City of Arlington drilling ordinance and any other applicable governmental requirements. Lessee shall keep all surface equipment in a good state of repair and painted as often as is necessary to maintain a good appearance. Lessee shall remove from the Surface Tract any materials, pipe, or equipment which are not being used and are not planned to be used. Lessee shall use only low profile pumping units on the Surface Tract. Lessee will bury all pipelines not less than 36 inches below the surface of the Surface Tract."

5. Notwithstanding anything to the contrary, except as specifically set forth above in the new Section 22 to the Lease, (i) Section 12 of the Lease shall not be applicable in any way to the Surface Tract, (ii) the Lease shall in no way restrict Lessee's use of the surface and subsurface of the Surface Tract, and (iii) Lessee shall not be obligated to pay Lessor any damages or other amounts in connection with the Surface Tract and Lessee's operations thereon, that might otherwise be payable pursuant to Section 12 of the Lease. Lessor also hereby grants, assigns and conveys to Lessee and its successors and assigns, a perpetual subsurface easement under and through the subsurface of the Lease Premises deeper than five hundred feet (500') below the surface for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on either the Surface Tract or tracts other than the Lease Premises for the purpose of developing oil, gas and other minerals in and under the Lease Premises and/or any other lands, regardless of whether or not such other lands are pooled with the Lease Premises. Such subsurface easement shall run with the Lease Premises, shall be binding on Lessor and Lessor's successors and assigns, and shall survive any termination or expiration of the Lease.

6. This Second Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

7. Notwithstanding anything herein to the contrary, except as otherwise specifically amended by this Second Amendment, the parties hereby ratify the Lease and agree that the Lease remains in full force and effect. Insofar as necessary, Lessor hereby leases, lets and demises to Lessee the Lease Premises pursuant to the terms of the Lease as amended by this Second Amendment.

8. All capitalized terms used in this Second Amendment which are not otherwise defined have the same definitions as set forth in the Lease.

9. Lessor and/or Lessee may record either a copy of this Second Amendment or a memorandum thereof in the real property records of Tarrant County, Texas.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to be effective as of the Amendment Date.

Lessor:

I-20 Joint Venture,
a Texas joint venture

By: Ruby Lyle
Ruby Lyle, Managing Partner

By: Billie Farrar
Billie Farrar, Managing Partner

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: _____
Henry J. Hood, Senior Vice President –
Land & Legal and General Counsel

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to be effective as of the Amendment Date.

Lessor:

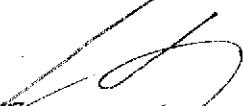
I-20 Joint Venture,
a Texas joint venture

By: _____
Ruby Lyle, Managing Partner

By: _____
Billie Farrar, Managing Partner

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: _____
Henry J. Hood, Senior Vice President - 
Land & Legal and General Counsel 


STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of December, 2008, by Ruby Lyle, Managing Partner of I-20 Joint Venture, a Texas joint venture, on behalf of said joint venture.

Notary Public in and for the State of Texas

[SEAL]

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of December, 2008, by Billie Farrar, Managing Partner of I-20 Joint Venture, a Texas joint venture, on behalf of said joint venture.

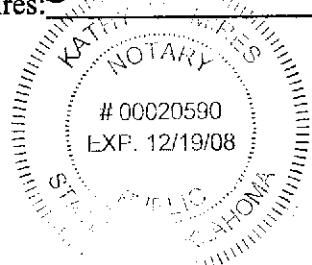
Notary Public in and for the State of Texas

[SEAL]

STATE OF Oklahoma
COUNTY OF Oklahoma

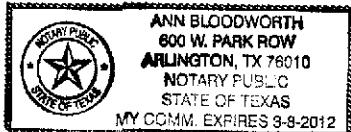
This instrument was acknowledged before me on this 1st day of December, 2008, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Kathy M. Mires
Notary Public, State of Oklahoma
Printed Name: Kathy M. Mires
My commission expires: 11/15/2024



STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on the 2nd day of December, 2008, by Ruby Lyle, Managing Partner of I-20 Joint Venture, a Texas joint venture, on behalf of said joint venture.

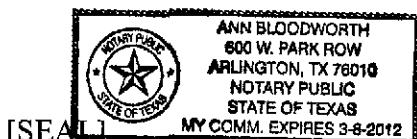


Alan Blackwell
Notary Public in and for the State of Texas

[SEAL]

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the first day of December, 2008, by Billie Farrar, Managing Partner of I-20 Joint Venture, a Texas joint venture, on behalf of said joint venture.



Notary Public in and for the State of Texas

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of December, 2008, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Notary Public, State of _____
Printed Name: _____
My commission expires: _____

EXHIBIT "A" TO SECOND AMENDMENT

DESCRIPTION OF THE LEASE PREMISES

101.697 acres of land, more or less, lying in the J. O'Daniel Survey, Abstract No. 1186, Tarrant County, Texas being more particularly described as two (2) separate tracts, by metes and bounds as follows:

TRACT 1:

Being a tract or parcel of land lying in the J. O'Daniel survey, Abstract No. 1186, Tarrant County, Texas, and being the same land as conveyed to William H. Craig by Odess J. Bray, Trustee, by deed recorded in Volume 4825, Page 598, Deed Records, Tarrant County, Texas, said tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South R.O.W. line of Pleasant Ridge Road (New Interstate Highway No. 20), said Beginning Point being 2681.17 feet West and 25.0 feet South of the N.E. corner of said J. O'Daniel Survey, and said Beginning Point being the N.E. corner of the said William H. Craig tract and the N.W. corner of the Paul E. Yarbrough, Jr., tract;

THENCE S 00° 03' W, along the East line of said Craig tract and along the west line of said Yarbrough tract, a distance of 4,208.0 feet, to point for corner;

THENCE S 89° 56' W, a distance of 557.32 feet to point for corner;

THENCE N 00° 01' E, a distance of 4,215.0 feet to the South R.O.W. line of said Pleasant Ridge Road, being point for corner;

THENCE S 89° 21' E, along the South R.O.W. line of Pleasant Ridge Road, a distance of 559.81 feet to
PLACE OF BEGINNING and containing 54.8017 acres of land, more or less.

TRACT 2:

Being a tract or parcel of land lying in the J. O'Daniel survey, Abstract No. 1186, Tarrant County, Texas, and being the same land as conveyed to Robert W. Baker, Trustee, by two deeds describing a 23.5 acre tract in Volume 4761, Page 150, Deed Records, Tarrant County, Texas, and a 25 acre tract in Volume 4761, Page 140, Deed records, Tarrant County, Texas; said tracts or parcels of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the New South R.O.W. line of Interstate Highway No. 20, and in the most Westerly East line of said Robert W. Baker tract and also being in the West line of the Richard A. Swain tract; said Beginning point being 1,738.30 feet West and 178.09 feet South of the N.E. corner of said J. O'Daniel Survey;

THENCE S 00°22' W, along the West line of the said Richard A. Swain tract, a distance of 664.32 feet to the S.W. corner of said Swain tract, being point for corner;

THENCE S 89°55' E, along the South line of said Swain tract a distance of 156.0 feet to the S.E. corner of said Swain tract, being point for corner;

THENCE S 00°18' W, a distance of 3,380.0 feet to point for corner;

THENCE S 89°56'40" W, a distance of 529.644 feet to point for corner, being the S.E. corner of the Paul E. Yarbrough Jr., tract;

THENCE N 00°06' E, along the East line of said Yarbrough Tract, a distance of 4,147.64 feet to the New South R.O.W. line of Interstate Highway No. 20, being point for corner;

THENCE Southeasterly along the new South R.O.W. line of Interstate Highway No. 20, as follows:

S 77°04' E, a distance of 149.35 feet;
S 74°32' E, a distance of 103.70 feet;
S 72°57' E, a distance of 52.40 feet;
S 72°26' E, a distance of 86.80 feet to the Place of beginning and containing 47.6953 acres of land, more or less.

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 13490
Oklahoma City, OK 73154
Attn: Land Administration

EXHIBIT "B" TO SECOND AMENDMENT

DESCRIPTION OF THE SURFACE TRACT

BEING a 4.631 acre tract of land located in the J. O'Daniel Survey, Abstract No. 1186, in the City of Arlington, Tarrant County, Texas, being a portion of a called 54.0017 acre tract of land as described in the Warranty Deed with Vendor's Lien to I-20, a joint venture, filed for record in Volume 5073, Page 400, Deed Records, Tarrant County, Texas, said 4.631 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING 5/8 inch iron rod found (controlling monument) on the south right-of-way line of Bardin Road, a 120' right-of-way at this point, being the northeast corner of a remainder portion of said called 54.0017 acre tract of land, same being the northwest corner of a remainder portion of a called 54.25 acre tract of land as described in the Warranty Deed to Peyco Family, Ltd., a Texas limited partnership, filed for record in Volume 10897, Page 2138, of said Deed Records;

THENCE South 00 degrees 25 minutes 51 seconds East, departing said south right-of-way line, and along the east line of said called 54.0017 acre tract of land, common to the west line of said called 54.25 acre tract of land, a distance of 1318.20 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" for the **POINT OF BEGINNING**;

THENCE South 00 degrees 25 minutes 51 seconds East, continuing along said common line, a distance of 390.00 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis", from which the southeast corner of said called 54.0017 acre tract of land bears South 00 degrees 25 minutes 51 seconds East, a distance of 984.89 feet, said southeast corner being referenced by a 3/8 inch iron rod found, which bears North 59 degrees 56 minutes 06 seconds West, a distance of 2.65 feet, and as shown on the right-of-way dedication to the City of Arlington, dated November 22, 2002, prepared by Goodwin & Marshall, Inc., filed for record in Volume 16425, Page 236, of said Deed Records;

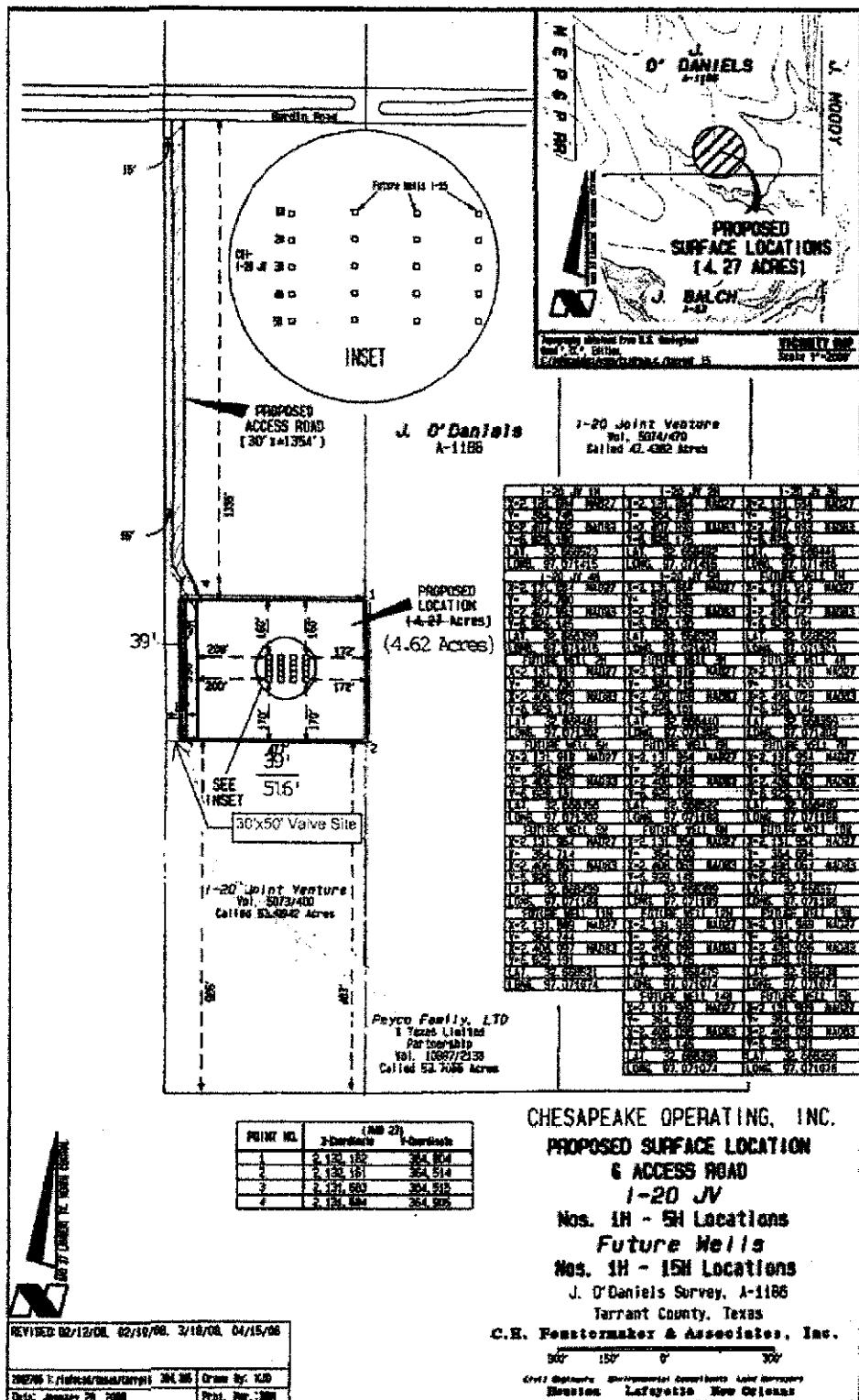
THENCE South 89 degrees 37 minutes 05 seconds West, departing said common line, and over and across said called 54.0017 acre tract of land, a distance of 517.45 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" for the southwest corner of the herein described tract of land, from which a 1/2 inch pipe found (controlling monument) for the southeast corner of a called 90.564 acre tract of land as described in the Special Warranty Deed to Arlington Commerce Center, L.P., filed for record in Volume 14868, Page 150, of said Deed Records, bears South 02 degrees 16 minutes 42 seconds West, a distance of 876.90 feet;

THENCE North 00 degrees 22 minutes 55 seconds West, continuing over and across said called 54.0017 acre tract of land, a distance of 390.00 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis", from which a 1/2 inch capped iron rod found stamped "RPLS 4838" for the southeast corner of Lot 1, Block 1, Uzziel Addition, Section One, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5292, Plat Records, Tarrant County, Texas, bears North 02 degrees 21 minutes 48 seconds West, a distance of 1227.18 feet, and a 1/2 inch pipe found (controlling monument) for the northeast corner of said Arlington Commerce Center tract bears North 03 degrees 13 minutes 03 seconds West, a distance of 844.40 feet;

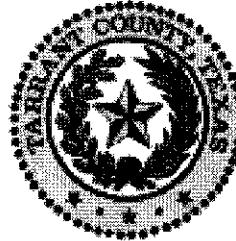
THENCE North 89 degrees 37 minutes 05 seconds East, continuing over and across said called 54.0017 acre tract of land, a distance of 517.12 feet, to the **POINT OF BEGINNING** and containing 4.631 acres (201,742 square feet) of land, more or less.

EXHIBIT "C" TO SECOND AMENDMENT

THE PLAT



PLAT (Subject to Survey)



SENDERA TITLE
2936 WEST 7TH ST

FT WORTH TX 76107

Submitter: SENDERA TITLE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/03/2008 12:00 PM
Instrument #: D208443824
LSE 11 PGS \$52.00

By: _____



D208443824

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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